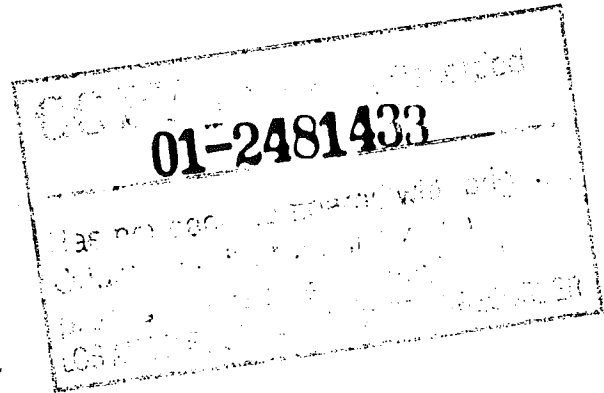


RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:

LOMITA PARTNERS, LLC  
c/o Heartland Investments  
433 N. Camden Drive, #820  
Beverly Hills, CA 90210



(Space Above This Line for Recorder's Use)

### GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, BOEING ELECTRON DYNAMIC DEVICES, INC., a Delaware corporation, ("Grantor"), hereby GRANTS to LOMITA PARTNERS, LLC, a California limited liability company ("Grantee"), the real property situated in the County of Los Angeles, State of California, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), all subject to all matters of record.

### THIS CONVEYANCE IS SUBJECT TO:

1. Current Taxes and Assessments;
2. All other exceptions to title set forth in that certain title insurance policy issued in favor of grantee as of the date of recordation of this Grant Deed; and
3. The following covenants, conditions and restrictions (collectively, the "Restrictions"), which shall remain in full force and effect for the specific period indicated below:

Prohibited Uses. Grantor hereby declares, and Grantee hereby covenants and agrees, that (i) no portion of the Property or any building or structure thereon shall be leased, used or occupied as or for any of the following uses or purposes (collectively, the "Prohibited Uses"): adult book store; adult novelty store; adult theater; adult live entertainment; gentlemen's club; tattoo establishment; bars or liquor sales; so-called "head shop" or facility for the sale of drug paraphernalia; massage establishment (except as incidental to physical therapy, fitness or medical uses); hotel or motel that rents any room more than once during a 24-hour period; any of the "Restricted Uses" set forth in Article 33, Section 92.33.1 (as defined Section 92.33.2) of Division 9, Chapter 2 of the Zoning and Land Use Regulations for the City of Torrance, California, as of the date of this Grant Deed; or any business based upon either the sale of materials or performances that depict, describe or relate to "specified sexual activities" or "specified anatomical areas," as defined by Article 33, Section 92.33.2 of Division 9, Chapter 2 of the

Zoning and Land Use Regulations for the City of Torrance, California, as of the date of this Grant Deed; and (ii) no temporary or permanent advertisements or signage relating to any of the Prohibited Uses, or which in whole or in part advertise any "topless," "bottomless," "nude," "naked" "adult entertainment," "adult shows" or words of like import shall be placed, installed, erected or maintained on or adjacent to any portion of the Property or any building or structure thereon.

Covenants Run With Property. The foregoing Restrictions are hereby declared and agreed to be part of a plan for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in Exhibit "B" to this Grant Deed (the "Benefitted Property"). The Restrictions shall run with the Property and be binding upon and burden Grantee and all persons having or acquiring any right, title or interest in the Property, or any part thereof, and their successors and assigns, and shall benefit and be enforceable by Grantor, its successors and assigns, and each and every owner and ground lessee of the Benefitted Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property or any improvements thereon is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Grant Deed is contained in the instrument by which such person or entity acquired an interest in the Property or any such improvements.

Term. The CC&R's shall terminate and be of no further force or effect upon the date which is sixty (60) years from the date of recordation of this Grant Deed.

Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy the Restrictions, Grantor (which term as used in this Section shall be deemed to include Grantor, its successors and assigns, and each and every owner and ground lessee of the Benefitted Property), at its sole option and discretion, may enforce any one or more of the following remedies:

- (a) Grantor may bring a suit for damages for any breach of or noncompliance with the Restrictions.
- (b) It is recognized that a particular or ongoing violation by Grantee of the Restrictions may cause Grantor to suffer material injury or damage not compensable in money, and that Grantor shall be entitled to bring an action in equity or otherwise for declaratory relief to enforce the Restrictions and/or for specific performance to enforce compliance with the Restrictions and/or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not Grantor exercises any other remedy set forth herein.
- (c) Any breach or violation of the Restrictions is hereby declared to be a nuisance, and Grantor shall be entitled to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of the Restrictions.

To the maximum extent allowable by law, all remedies provided herein shall be cumulative and not exclusive. No action or omission by Grantee shall be deemed to be a breach, violation or failure to perform unless and until Grantor notifies Grantee that Grantor believes a violation has occurred and is continuing, and Grantee fails to correct such violation within 72 hours after service of such notice; provided, however, that Grantor shall not be obligated to give such notice to Grantee more frequently than one time in each consecutive 12-month period,

except to the extent the violation stems from an act or omission that has not been the subject of a previous violation notice

Costs of Enforcement. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision of this Grant Deed, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation in the Official Public Records of Los Angeles County, California of a proper instrument duly executed and acknowledged by the owner of the Benefitted Property (and the ground lessee, if any, of the Benefitted Property) to that effect.

Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or seventy-two (72) hours after being sent by United States registered mail, return receipt requested, postage prepaid, to the other party at the following respective addresses:

If to Grantor:                   c/o Boeing Realty Corporation  
3760 Kilroy Airport Way, Suite 500  
Long Beach, California 90806  
Attn: Mark Villagomez

If to Grantor:                   433 N. Camden Drive Suite 820  
Beverly Hills, CA 90210  
Attention: Lawrence N. Field and Kevin Mansfield

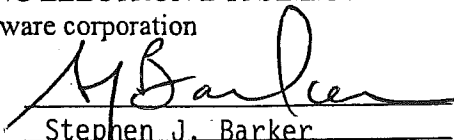
or at such other address as Grantor or Grantee may designate to the other in writing.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of  
12/27, 2001

Grantor:

BOEING ELECTRON DYNAMIC DEVICES, INC.,  
a Delaware corporation

By:



Stephen J. Barker

Its:

Authorized Signatory

Grantee:

LOMITA PARTNERS, LLC, a California  
limited liability company  
By: Heartland Investments, Inc.,  
a California corporation

By:

\_\_\_\_\_

Its:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of  
12/27, 2001

Grantor:

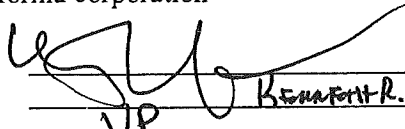
BOEING ELECTRON DYNAMIC DEVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Grantee:

LOMITA PARTNERS, LLC, a California  
limited liability company  
By: Heartland Investments, Inc.,  
a California corporation

By:  \_\_\_\_\_  
Its: VP BENJAMIN R. AYCOCK \_\_\_\_\_

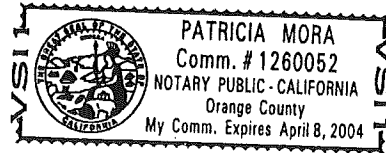
ACKNOWLEDGMENTS

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF Orange                    )

On December 26, 2001 before me, the undersigned, Notary Public in and for said State and County, personally appeared Stephen J. Barker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia Mora  
Notary Public in and for said  
County and State



(SEAL)

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

On \_\_\_\_\_, 2001 before me, the undersigned, Notary Public in and for said State and County, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

(SEAL)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA                     )  
   ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2001 before me, the undersigned, Notary Public in and for said State and County, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

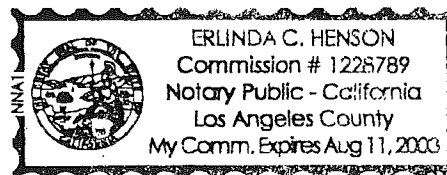
(SEAL)

STATE OF CALIFORNIA                     )  
   ) ss.  
COUNTY OF LOS ANGELES )

On DEC. 26, 2001 before me, the undersigned, Notary Public in and for said State and County, personally appeared KENNETH R. AYEROFF, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Erlinda C. Henson*  
Notary Public in and for said  
County and State



(SEAL)

**Exhibit "A" to Grant Deed**

**Legal Description**

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH MEASURED VERTICALLY FROM THE SURFACE AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF PARCEL 2, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 2789, FILED IN BOOK 38 PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPT BELOW THE SURFACE THEREOF, AS RESERVED BY W. J. EARLY AND DAISY LEE EARLY, HIS WIFE, IN DEED RECORDED MAY 18, 1966 AS INSTRUMENT NO. 734 IN BOOK D-3307 PAGE 924, OFFICIAL RECORDS OF SAID COUNTY.



**Exhibit "B" to Grant Deed**

**Benefitted Property**

**PARCEL 1:**

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE, AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO ORIN S. WESTON BY DECREE OF DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838 PAGE 230 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART OF THE RANCHO LOS PALOS VERDES, FILED IN CASE NO. 11575 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY 2141.41 FEET, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION, RECORDED JANUARY 3, 1963 AS INSTRUMENT NO. 2182 IN BOOK D-1872 PAGE 433, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH 62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE 422.81 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 2:**

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE, AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO

ORIN S. WESTON, BY DECREE OF DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838 PAGE 280 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART OF THE RANCHO LOS PALOS VERDES FILED IN CASE NO. 11575 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY 1718.60 FEET, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION, RECORDED MAY 1, 1961 AS INSTRUMENT NO. 1723 IN BOOK D-1206 PAGE 131, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH 62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE 422.81 FEET TO THE TRUE POINT OF BEGINNING.

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE  
MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY  
RECORDER PURSUANT TO SECTION 11932 REVENUE AND TAXATION CODE  
AND LOS ANGELES COUNTY ORDINANCE

REGISTRAR/RECORDER  
COUNTY OF LOS ANGELES

The request is hereby made in accordance with the provisions of the Documentary  
Transfer Tax Act that the amount of tax due NOT be shown on the original document  
which names:

BOEING ELECTRON DYNAMIC DEVICES, INC.

and

LOMITA PARTNERS, LLC

The property described in the attached document is located in the City of:

TORRANCE

(Name of City or Unincorporated area)

The amount of tax due on the attached document is:

\$ 5,874.00 County; \$ City of Los Angeles

XX Computed on full value of property conveyed  
OR

           Computed on full value LESS liens and encumbrances remaining at the  
time of the sale.

  
CHICAGO TITLE COMPANY

NOTE: AFTER THE PERMANENT RECORD IS MADE, THIS FORM WILL BE  
AFFIXED TO THE CONVEYING DOCUMENT AND RETURNED WITH IT.